REQUEST FOR PROPOSALS

The City of Aurora ("City") is requesting written proposals (including business plan, operations plan, and financial model) from qualified non-profit agencies for the purpose of entering a public-private partnership to operate a new year-round Aurora Regional Navigation Campus ("ARNC") that will serve approximately 500 individuals each day, with the ability to scale up to serve 550-600 individuals in extreme conditions. The operation of ARNC will be a low barrier navigation center focused on moving individuals from homelessness to permanent housing from highly qualified, experienced social service organizations. The City intends for the operator to deliver shelter and case management services to individuals experiencing homelessness at the new ARNC in accordance with Section I of this request for proposals ("RFP"). The ARNC is intended to address the current gap between people experiencing homelessness and shelter options in the City, as well as provide additional shelter space for the whole Denver Metro Region.

The ARNC site is located at 2951 N Laredo St, Aurora, 80011 (see Exhibit A) and is anticipated to open by Fall 2025. Only non-profit organizations currently providing services to individuals experiencing homelessness will be considered. It is expected that the respondents to this RFP will be willing and able to participate in the architectural design process and will be fully ready to operate the Navigation Campus once completed, which is estimated as Fall 2025. The selected Respondent(s) will be asked to participate in design meetings before an operating or lease agreement is negotiated. The successful Respondent(s) will be awarded a License Agreement, as detailed in Section V, to assist with architectural design and perform due diligence activities for the proposed operations. During the License Period, the selected Respondent(s) must participate in design charettes, design meetings, and provide meaningful feedback and input on the overall design of the ARNC on the Property.

Once the City has selected the successful Respondent(s), the City will provide the Property for a nominal rental amount that will be memorialized in a long-term ground lease (the "Ground Lease"). The Housing and Community Services Department ("HCS") will administer the ground lease in cooperation with the Real Property Services Division of the City.
Proposal Submission Requirements
One (1) electronic copy of the proposal shall be submitted to the Real Property Services Division by email at hreynoso@auroragov.org.

Proposals will be accepted until 3:00 p.m. on July 31, 2023. No late submissions will be considered.

Only those proposals that are received by email, at hreynoso@auroragov.org, prior to the deadline noted above shall be considered. Delivery to the Aurora Municipal Services building, mail room, or to any other department within the City, does not constitute proper or adequate delivery. The Respondent assumes the risk of their method of delivery.

Multiple Awards
After evaluation of all Proposals, the City reserves the right to award more than one License or Ground Lease. The License and Ground Lease will be executed with the successful Licensee or Licensees that are selected for award under this Request for Proposals.

Respondent Responsibilities
Each Respondent shall:
  a. Examine all the components of this RFP, including all appendices, forms and addenda; and
  b. Acquire a clear and comprehensive knowledge of the required services before submitting a Proposal.

The failure of any Respondent to receive or examine any document, form, Agreement or policy shall not relieve the Respondent of any obligation with respect to its Proposal.

Respondents shall be solely responsible for costs incurred in the preparation, submission, or presentation of any Proposal, for interviews, or any other activity that may be requested as part of the evaluation process or the negotiation or execution of any agreement with the City, as the case may be. The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any Respondent.

CONTACTS DURING SOLICITATION PROCESS
Written questions, comments or other communications regarding this RFP shall be submitted by e-mail to the City Contact identified below. No other contact shall be made regarding this RFP with any other City staff or City Council members during the RFP process.

<table>
<thead>
<tr>
<th>City Contact</th>
<th>Contact Info</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hector Reynoso, Real Property Services Manager</td>
<td><a href="mailto:hreynoso@auroragov.org">hreynoso@auroragov.org</a></td>
</tr>
<tr>
<td></td>
<td>(303) 739-7327</td>
</tr>
</tbody>
</table>
Requests for clarification and questions to this RFP must be received by the City Contact not later than the date shows in the Tentative RFP Schedule below. The Licensee’s failure to request clarification and submit questions by such date shall be considered to constitute the Licensee’s acceptance of all City’s terms and conditions and requirements. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP.

**Pre-Proposal Conference**
A pre-Proposal conference is scheduled for **July 10, 2023** in the Sand Creek Conference Room, located on the 4th Floor of the Aurora Municipal Building, 15151 E. Alameda Parkway, Aurora, CO. Attendance at the pre-Proposal conference is mandatory.

**Tentative RFP Schedule**

<table>
<thead>
<tr>
<th>Date and Time</th>
<th>RFP PROCESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 26, 2023</td>
<td>Advertise RFP</td>
</tr>
<tr>
<td>July 10, 2023</td>
<td>Pre-Proposal conference, 9:00 a.m.</td>
</tr>
<tr>
<td>July 14, 2023</td>
<td>5:00 p.m. Deadline for written vendor questions</td>
</tr>
<tr>
<td>July 31, 2023</td>
<td>Proposals Due</td>
</tr>
<tr>
<td>August 10, 2023</td>
<td>Notification of short-listed Licensees</td>
</tr>
<tr>
<td><strong>Week of</strong> August 14, 2023</td>
<td>Interviews with Licensees, if needed</td>
</tr>
<tr>
<td>August 28, 2023</td>
<td>City Council Award</td>
</tr>
<tr>
<td>September 13, 2023</td>
<td>Anticipated start date of License Agreement</td>
</tr>
</tbody>
</table>

**Selection Process**
The City reserves the right to reject any and all Proposals, to waive any informalities in the Proposals received, and to accept the Proposals deemed most advantageous and in the best interests of the City, in the City’s sole discretion. All interested firms are required to submit Proposals addressing those items cited in the Submittal Requirements found in Section II of this RFP. Proposals will be evaluated in accordance with the Evaluation Criteria found in Section III. The City may request additional information as deemed necessary. The City may, at its sole discretion, conduct interviews with select Respondents. Proposals will be considered only from Licensees that: are firmly established in an appropriate business; are financially responsible; and have the resources and ability to develop affordable housing on City-owned property in a professional and expedient manner.

The successful Respondent(s) will be offered a License, which will allow the successful Licensee(s) time to perform due diligence activities on the applicable Property, obtain any and all federal, state, and local approvals, permits, site plans, subdivision plats, secure
financing, and satisfy all other requirements necessary to construct affordable housing on Property. Upon obtaining all necessary permits and approvals to construct affordable housing developments on Property, the successful Licensee(s) shall have the option to execute the Ground Lease. Proposals shall include material terms that the Licensee, or its lender, require to be included in the Ground Lease. The Ground Lease will be sent to the Aurora City Council for approval at a public meeting. Should the City be unable to reach an agreement with any Licensee, the City may move on to any other Licensee.

Confidentiality
All materials submitted in response to this RFP become the property of the City. Subject to applicable law, confidential information provided in response to this RFP will be kept confidential, so long as any such confidential information is clearly identified as such by the Respondent. Proposals marked entirely as "confidential" will be considered non-responsive and will be removed from the evaluation process. Please be aware that Proposals submitted to the City in response to this RFP shall be subject to the Colorado Open Records Law, C.R.S. § 24-72-200.1, et seq.

Each Respondent shall be presumed to indemnify the City for any and all attorney fees the City may incur in defending the withholding of any confidential information. Each Licensee will be notified of any open records requests, and will be given a chance to respond to the City. If, in the opinion of City's legal counsel, the City is compelled to disclose any confidential information, the City may disclose such information without liability.

Conflicts of Interest
City contracts are controlled by certain conflict of interest provisions under both state and local law. In each Proposal, the Licensee must disclose any potential conflict of interest, including whether any City employee, Council member or member of a City agency, board or commission member or employee has a financial interest in the Licensee's entity and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of final agreements, the City may, at its discretion refuse to consider the Proposal or withhold the awarding of any agreement to the Licensee until the matter is resolved to the City’s satisfaction.

State: Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment, or other pecuniary transaction without necessary disclosures as defined by C.R.S. § 18-8-308, as amended.

City: City of Aurora Code § 2-1-44 regulates private transactions between the City and its officials and employees. The Section requires that elected officials shall not take official action on a matter before the City if they, a member of their immediate family, a business association, or any employer has any substantial employment, contractual, or financial interest in the matter.
A Respondent may not give any gratuity in the form of entertainment, participation in social events, gifts, or otherwise to any City employee, City Council member, or member of a City agency, board or commission in connection with this RFP.

**Addenda to the RFP**

The City reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda will be posted on [Real Property - City of Aurora (auroragov.org)](auroragov.org) web site as soon as available and it is the responsibility of each Licensee to obtain all addenda. Respondents must monitor the [Real Property - City of Aurora (auroragov.org)](auroragov.org) web site for any addenda. If revisions are of such magnitude to warrant, in the City’s opinion, the postponement of the date for submission of Proposals, an addendum will be issued announcing the new date.

A Respondent who finds omissions, discrepancies, ambiguities, or conflicts in any of the RFP documentation or who is in doubt as to the meaning the RFP should notify the City Contact in writing. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an addendum. The decisions and interpretation of the City shall be binding. No oral explanation or interpretation shall modify any of the requirements or provisions in the RFP documents.

**Acceptance of the RFP**

By submitting a Proposal in response to this RFP, the Respondent accepts all of the terms and conditions described in this RFP, including the License and the Ground Lease.

**Attachments**

- Section I      Project Description and Exhibit A
- Section II      Proposal Submittal Requirements
- Section III     Evaluation Criteria
- Section IV      Special Conditions
- Section V       Sample Agreements
- Section VI      Request for Business Status
- Section VII     W-9 Request for Taxpayer Identification
SECTION I
PROJECT DESCRIPTION

The City Department of Housing and Community Services is requesting written proposals from qualified and experienced nonprofit homeless shelter operators for the purpose of operating a year-round ARNC that will serve approximately 500 individuals each day, with the ability to scale up to serve 550-600 individuals in extreme conditions. This project is currently in early stages of architectural design ("License Period"). While a large portion of funding has been identified, the City is still looking to secure the total funding needed. The City is identifying an organization(s) who can participate in the campus design as well as serve as operator if construction is funded. It is expected the design is aligned with trauma-informed practices. Anticipated opening date of Fall 2025. During the License Period, the successful Licensee will participate in design charrettes, design meetings, and provide meaningful feedback and input on the overall design of the ARNC on the Property. Upon successful completion of the License Period, the City and Licensee(s) may exercise enter into a ground lease for the ARNC, for a nominal rental amount. The Housing and Community Services Department ("HCS") will administer the ground lease in cooperation with the Real Property Services Division of the City. The City reserves the right to award more than one vendor for the License Period service.

The City currently has two (2) overnight shelters within City limits: The Salvation Army Safe Outdoor Space (SOS) Pallet Shelter Program and Comitis Crisis Center equaling about 150 beds (not including severe weather overflow capacity). The 2022 Point in Time Count saw 612 people experiencing unsheltered and sheltered homelessness in the City. The ARNC intends to close the gap between shelter beds and people experiencing homelessness. The ARNC will benefit the entire Denver Metro region, and the City and shelter operator would work collaboratively with the surrounding counties and municipalities to provide quality, trauma-informed homeless services to all adults, including those who have pets. People of all identities and from all jurisdictions will be served through a low barrier, trauma-informed care model. In November, the Aurora City Council passed a resolution indicating its support of this planned facility.

The new ARNC will be built and owned by the City, on City-owned land in northeast Aurora, 2951 Laredo St, Aurora, CO, 80011 (see Exhibit A). Located south of the Aurora Animal Shelter, the City owns this 17-acre piece of vacant land. Access to the site will be improved from 32nd Ave. There are already existing RTD bus stops on this street and, as transportation to the navigation campus will be extremely important, the City will develop a regional transportation plan.

The ARNC will be an approximate 30,000 square foot facility with three key components: a Navigation Campus, transitional housing, and emergency shelter with medical/crisis support. The ARNC is anticipated to include the following amenities for people experiencing homelessness: day resources, space for nonprofits to provide individualized services, a full laundry facility, and an animal kennel so that people experiencing homelessness with pets can feel comfortable staying and their pets can receive care and services. In addition, the ARNC will also include congregate dining facilities with a
complete kitchen and seating area. The Emergency Shelter portion of the building will provide overnight shelter to those who wish to be sheltered, with a capacity of 100 mats. All amenities of the ARNC will be open to those utilizing the Emergency Shelter. The ARNC will be created using trauma-informed design, including support spaces, sidewalks, and landscaping, to create a supportive and welcoming environment.

The Transitional Housing Center, an approximate 50,000 square foot facility, will allow people experiencing homelessness the opportunity to move into more stable housing. With an anticipated 200 beds, transitional housing will be available to individuals for a maximum stay of 24 months. After this time, from working with their caseworkers, individuals should have a plan to move into more permanent housing utilizing any number of resources available to them including without limitation housing vouchers, permanent supportive housing, or they may have reached self-sufficiency and be able to afford housing on their own.

The City intends to incorporate space for both congregate and non-congregate sleeping areas and a day center with extensive, individualized care services on the ARNC. To address the myriad needs of clients, services will include case management, mental health care, addiction counseling, workforce development, and housing navigation, developed and offered in collaboration with a variety of experts. In addition, a medical clinic will be onsite, with services available to the surrounding neighborhoods. The ARNC is anticipated to include a safe parking lot and pallet shelters to help individuals transition from street homelessness to sheltered homelessness and ultimately into permanent housing.

Each Licensee's mission should be in alignment with a trauma-informed, low-barrier approach to housing and healthcare. The ARNC should not enforce or create any barriers to services or preconditions for entry. The operator should maintain an accessible and accepting environments for all identities including those with pets. The shelter program will incorporate transportation pick up and drop off points, or similar model type, that supports the individual needs of participants. The overall project will represent best practices in exceptional trauma-informed care for all shelter participants. The City's obligation will be for building/site upkeep and a percentage of operational funding. The remaining percentage of funding and operations of the shelter will be undertaken by the Respondent.

Respondents should specify programs and services for homeless individuals that, based on evidence, successfully contribute to the regional goals of ensuring instances of homelessness are rare, brief, and non-recurring. All services must be easily accessible and evaluated for effectiveness on a regular basis. Respondents should also be able to participate in architectural design process of the ARNC. The ARNC will have design elements that are trauma-informed. Please include design elements that will support the operations while maintaining trauma-informed care.

Each Proposal should include an outline for provision of the following:
Emergency Shelter Facility Operations
- Three (3) nutritious meals each day (warming kitchen only)
- Receive and handle daily food deliveries from 3rd party provider
- Client support services
- On-site Transportation/Shuttle Services to and from ARNC
- Service Animals and Pet Accommodation
- Laundry Facilities
- Client access to on-site storage
- Hygiene Products
- HMIS Participation and Documentation
- Manage client referral process
- Welcome, intakes, and assessment
- Housing program with low barriers to entry and operations
- Case management and other appropriate permanent housing-focused services (e.g., housing navigation, case conferencing)
- Substance Use recovery classes such as AA, 12 Step programs
- Coordination for mobile health services
- Participation in the Coordinated Entry System (CES)
- Coordination with the housing authorities, referrals to County, State and Federal programs, as well as nonprofit and social service agencies, as appropriate
- Mail services
- Telephone access, charging and message services, including an ADA-compliant telephone
- Hiring, training, and scheduling qualified 24/7 shelter staff, case managers, and housing navigators
- Emergency overnight and day shelter
- Clean and sanitary eating and washing spaces
- Day-to-Day administration
- General minor repair and maintenance of facility

Transitional Housing
- Case management
- Housing navigation
- Referrals
- 24/7 staff
- Design elements

Employment Services
- Workforce development
- Job training and placement

Case Management
- Obtaining vital documents
- Resource navigation
- Benefit applications
- Connection to other community support organizations

Housing Navigation
- Support households in locating and securing housing resources
• Complete housing applications
• Ensuring households have a stable path to permanent stable housing

The chosen Licensee(s) will be expected to have skills and perform activities including without limitation:
• Resolving client issues and support conflict resolution
• Managing client escalations
• Coordinate with other City partners to collaborate and coordinate cases
• Participate in case conferencing run by the City
• Entering accurate and timely data into the Homeless Management Information System (HMIS)
• Managing program waitlists as needed
• Capacity to participate in design process meetings

Performance Outcomes
The Performance Outcomes for the ARNC will be measured by criteria depicted in the Table below. Additionally, the Licensee(s) and all partner organizations will be responsible for complying with standards for Coordinated Entry and Homeless Management Information System (HMIS). All ARNC activities will be documented in monthly, quarterly, and year-end reports in a format determined by the City. Respondent staff will work closely with the City on programming and providing all the necessary documentation for invoicing and accounting.

<table>
<thead>
<tr>
<th>Performance Outcome</th>
<th>Measure</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low barrier to entry</td>
<td>Occupancy</td>
<td>90% occupied at all times</td>
</tr>
<tr>
<td>Access to resources/services to move into permanent housing</td>
<td>Employment status at exit Income source at exit</td>
<td>At least 20% employed and at least 54% have income from any source at exit Housing is ≤ 50% of client income</td>
</tr>
<tr>
<td>Exits</td>
<td>Positive</td>
<td>At least 35% exit to permanent housing</td>
</tr>
<tr>
<td>Efficient and effective use of spending</td>
<td></td>
<td>100% spend-down of award</td>
</tr>
<tr>
<td>Data Quality</td>
<td>Missing or incomplete data Timeliness of data entry</td>
<td>≤ 5% in HMIS is missing or incomplete and client data entered within 3 business days</td>
</tr>
<tr>
<td>Demographics</td>
<td>Shelter and housed clients</td>
<td>Reporting only</td>
</tr>
<tr>
<td>Referrals</td>
<td>Amount and types of referrals</td>
<td>To be agreed upon</td>
</tr>
<tr>
<td>Length of Stay</td>
<td>Length of time for each client in transitional housing</td>
<td>70% of client LOS 120 days or less</td>
</tr>
</tbody>
</table>

*Performance outcomes are subject to change based on needs of populations served
SECTION II
PROPOSAL SUBMITTAL REQUIREMENTS

Proposals must be limited to a maximum of 15 pages and a cover letter, excluding attachments. The cover letter is not included in the 15-page limit. Respondents must provide a concise narrative response that explains exactly how they plan to meet the requirements identified in Section 1, Project Description. Operators should use this narrative response as an opportunity to convey their understanding of the requirements in a way that will best meet the City's needs. It is not sufficient to simply restate the requirement or provide generic boilerplate responses.

All reports, information, and/or data prepared or assembled by any Respondent or under a contract awarded pursuant to this RFP will be subject to the Colorado Open Records Act (CORA). Each Respondent must be financially solvent and shall be competent to perform the services required under this RFP. Proposals will only be considered from Respondents that meet the following prerequisites:

- Have a minimum of three (3) consecutive years of successfully managing and operating emergency shelter programs and delivering relevant services of a similar type and scope as described in the Scope of Work.
- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have the current organizational experience and staff capacity to undertake a new year-round homeless navigation center.

Each Proposal shall include the following information:

1. Introductory Requirements
   1.1. Transmittal Letter (Cover Letter)
   1.2. Request for Proposal Terms and Conditions

Please indicate that the Respondent has read, understood, and accepted each Section of this RFP.

2. General Information:
   2.1. A detailed project plan that addresses the following:
     - Describe your agency’s plan for operation.
     - What will be/are the measurable outcomes, successes, goals, etc.
     - Describe or provide a copy of the policies demonstrating a low-barrier approach.
     - Describe your agency’s approach to data entry, specifically with HMIS. Please include your agency’s quality assurance practices.
     - How will you contribute to the City’s Strategic Housing Plan?

2.2. Experience
Each Respondent shall submit detailed information from previous experience in homelessness services and/or shelter operation. Identify which components your organization will be able to provide, as outlined in the scope of work.
3. **Project Approach, Methodology, and Schedule**
   
   3.1. Provide narrative detailing the operator’s approach and methodology for providing shelter operations and programming for the City as described in the Project Description.
   
   3.2. Explain your approach to occupy and program the operations.
   
   3.3. Describe how your operations and program will use the ARNC to successfully provide the maximum number of services to those experiencing homelessness in the City.
   
   3.4. Discuss program policies and procedures.
   
   3.5. Provide specific community guidelines for ARNC clients.
   
   3.6. Detail a management and operations plan draft.
   
   3.7. Detail a Good Neighbor Plan.
   
   3.8. Provide a narrative detailing your customer service approach, including response time for emergencies and a detailed maintenance and operations plan.
   
   3.9. Provide funding resources to keep the navigation center operational.
   
   3.10. Provide any additional services you deem to be necessary or appropriate.

4. **Financial Requirements:**

   4.1. The City along with Arapahoe and Adams Counties will be programming a combination of funding towards the program and operation of the new Navigation Campus. These funding sources may include but are not limited to: Community Development Block Grant, Emergency Solutions Grant, Local Funds, Private Donations. It is highly desired that the selected Licensee has extensive experience with county, state, and federal grant requirements.
   
   4.2. The chosen operator is responsible for fundraising on an ongoing basis to fund a portion of the operations of the ARNC.
   
   4.3. The City will own and maintain the building. The City will also allocate a portion of operational funding through the annual homeless services notice of funding opportunity process. The operator would be responsible for day to day operations, maintenance of furnishings and fixtures, staffing, food, utilities, cleaning, and coordination of any subleases and contracts for services.
   
   4.4. Respondents must submit a competitive 20-month budget as part of the application submission. If a Respondent has federally recognized indirect cost rate negotiated between the applicant and the Federal government, it must include documentation of certification of this negotiated rate, if the Respondent elects to include indirect costs in its budget. If no such rate exists, the Respondent may use a *de minimis* indirect cost rate as defined in 2 CFR 200.414 in its budget if it elects to.
   
   4.5. Applicants must submit a budget narrative that clearly identifies and details all programs costs/uses associated with each funding source identified in the RFP including without limitation personnel, case managers, housing navigators, transportation, etc.
   
   4.6. Respondents must provide line-item costs of services including in-kind values and a detailed estimate of cost per client.
4.7. Funds used may have varying requirements including both quarterly and annual reporting for both the City and the Respondent.

4.8. The City reserves the right to obtain financial data or other supplemental information concerning the top-ranked firm and/or its sub operators.

4.9. Documents related to finances including, but not limited to, 501c(3) letter and evidence in good standing for each partner and three (3) years of audited financial statements (including management letters) must be submitted.

5. **Staffing Plan, Resumes and Job Descriptions**

   5.1. Provide an organizational chart for staff who would be providing services. Applicants must include all job descriptions for proposed staff positions.

   5.2. Provide a staffing plan for the proposed project, including client to staff ratios. For transitional housing: No less than one case manager to every 15 households. For emergency shelter: No less than one case manager to every 20-30 households. Programs may consider operating a peer program that complements case management and housing staff, but that does not count toward those ratios.

6. **Partner Agencies:**

   6.1. Identify any and all potential partner agencies to be utilized during the services and what their role will entail. Include resumes and firm qualifications as appropriate. Memorandums of Understanding (MOU) with Third Party Organizations (if applicable) should be included.
Proposals will be evaluated based on the following criteria:  

1. Experience on similar projects, including past record of performance  20
2. Program design and collaborative efforts on design  20
3. Staff ability to enter data and run timely reports via HMIS  20
4. Proposed timing of occupancy and programming.  20
5. Operational funding/fundraising  20

**Total Points**  100
SECTION IV
SPECIAL CONDITIONS

RESPONSIBILITY FOR PROPOSAL COSTS
The City is not liable for any costs incurred by any Respondent associated with the preparation of a Proposal, the negotiation of a contract, or for services prior to the award of the Agreement.

Selected Licensees may be asked to present their Proposals and/or to demonstrate ability to provide products or services to the City’s representatives in Aurora or at another mutually agreeable location.

PROPOSALS BINDING
Proposals shall be binding upon the Licensee for ninety (90) days from the Proposal due date. A Respondent may withdraw or modify their proposal any time prior to the due date by a written request, signed in the same manner and by the same person who signed the Proposal.

SAMPLE AGREEMENTS
Included in this package is a sample of the “License Agreement” used by the City.

INSURANCE REQUIREMENTS
Attached to the sample “License Agreement” is a copy of the City’s current insurance requirements (Form 410-33).
LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into this ____ day of _______________, 20__ (the "Effective Date"), by and between the City of Aurora, a Colorado home rule municipality with an address of c/o Real Premises Services Manager, 15151 East Alameda Parkway, Suite 3200, Aurora, CO 80015 (the "City") and ______________________, a ________________ with an address of ______________________ ("Licensee") (each a "Party" and collectively the "Parties").

WHEREAS, the City is the owner of certain real property generally described as ______________________ and depicted in Exhibit 1, attached hereto and incorporated herein by this reference (the "Premises");

WHEREAS, the City wishes to contract with one or more qualified partners to operate the Aurora Regional Navigation Campus (the "ARNC") on the Premises, through a long-term ground lease with the City; and

WHEREAS, the City wishes to grant a nonexclusive license to Licensee for the Premises.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter set for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License.
   a. Grant. The City hereby grants to Licensee and its authorized agents and representatives a nonexclusive license (the "License") to access, use and occupy the Premises in compliance with this Agreement. Licensee acknowledges that Licensee does not have the right to exclude the City or its employees or authorized agents and representatives from the Premises.
   b. Purpose. Licensee and its authorized representatives and agents shall have the right to enter upon the Premises during normal business hours, subject to the advanced notification requirements herein, and subject to any existing licenses, for any lawful due diligence purpose to investigate with respect to the physical, environmental, financial, economic, and legal suitability, developability, constructability and feasibility of acting as a Developer, all at Licensee's sole cost. Licensee activities on the Premises pursuant may include without limitation: obtaining permits and approvals, surveying, conducting environmental site assessments, data collection, and other investigations.
   c. Condition of Premises. Licensee has inspected and is familiar with the Premises and accepts the Premises "as is". The City shall not be required to perform any
work or furnish any materials in order to prepare the Premises for Licensee’s occupancy under the License.

2. **License Period.**
   
a. **Time.** The License Period shall commence on the Effective Date and shall terminate on ________________.
   
b. **Purpose.** During the License Period, Licensee shall participate in design charrettes, design meetings, and provide meaningful feedback and input on the overall design of the ARNC on the Premises. Licensee shall diligently undertake and conduct its due diligence activities in good faith to arrive at a decision regarding Licensee's ability to operate the ARNC in an efficient and reasonable manner.
   
c. **Fee.** Within 7 days of the Effective Date, Licensee shall pay to the City a non-refundable fee of $______ (the "License Fee").

3. **Licensee's Obligations.**
   
a. **Notice.** At least 24 hours prior to entering the Premises, Licensee shall provide the City with written notice of its intent to enter, along with a description of the activities to be conducted.
   
b. **Liens.** Licensee shall not permit any liens or encumbrances to arise against the Premises in connection with its activities hereunder.
   
c. **Compliance.** Licensee shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.
5. **Insurance.** Licensee shall procure and maintain throughout the Term the insurance described in **Exhibit 2**, attached to and incorporated into this Agreement, and provide the certificates of insurance to the City. Licensee shall name the City as additional insured on all policies of insurance.

6. **Indemnification.** Licensee agrees to indemnify and hold harmless the City, its officers, employees, agents or servants from any and all suits, actions and claims of every nature and description caused by, arising from or on account of any act or omission of Licensee, or of any other person or entity for whose act or omission Licensee is liable, related to construction of the Improvements or this Agreement (the "Claims"); and Licensee shall pay any and all judgments rendered against the City as the result of any suit, action or claim, together with all reasonable expenses and attorney fees incurred by the City in defending any such suit, action or claim arising out of or related to Claims; provided however, that Licensee shall not indemnify, defend or hold the City harmless for the City's own negligence.

7. **Termination.**

   a. **By Expiration.** This Agreement shall expire upon termination of the License Period.

   b. **By Licensee.** Licensee may terminate this Agreement by providing the City with 30 days' prior written notice, for any of the following reasons:

      i. If any governmental agency denies a request by Licensee for or revokes a permit, license or approval that is required for Licensee to conduct its due diligence;

      ii. If the Premises are damaged or destroyed to an extent that prohibits or materially interferes with Licensee’s use of the Premises; or

      iii. If Licensee determines that it will be unable to operate the ARNC.

   c. **By the City.** If Licensee defaults in the performance of any of its obligations hereunder, at City’s sole discretion, and such default continues for more than 10 days after receipt of written notice of the default from the City, the City shall have the right to terminate this Agreement.

   d. **Effect.** Upon termination of this Agreement, Licensee shall lose all rights to access in and about the Premises and shall promptly remove all equipment and Premises it has placed on the Premises and restore the Premises to the condition that existed as of the Effective Date.
6. **Miscellaneous.**

a. **Modification.** This Agreement may only be modified by subsequent written agreement of the Parties.

b. **Integration.** This Agreement and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.

c. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

d. **Severability.** If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Arapahoe County, Colorado.

f. **Third Parties.** There are no intended third-party beneficiaries to this Agreement.

g. **No Joint Venture.** Notwithstanding any provision hereof, the City shall never be a joint venture in any private entity or activity which participates in this Agreement, and the City shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. **Notice.** Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

i. **Recording.** This Agreement shall be recorded with the Arapahoe County Clerk and Recorder.

j. **Assignment.** Licensee shall not assign any of its rights or obligations under this Agreement without prior written approval of the City.

k. **Force Majeure.** No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, pandemics or the authority and orders of government.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.
CITY OF AURORA, COLORADO

By: ______________________________
    Jessica Prosser, Housing and Community
    Services Department Director

By: ______________________________

Print Name: _______________________

Title: ____________________________

APPROVED AS TO FORM:

_______________________________
Assistant City Attorney

REVIEWED FOR THE CITY:

_______________________________
Real Property Services Manager

_______________________________
Housing and Community Services Manager
EXHIBIT 1
Premises
EXHIBIT 2
Insurance Requirements

(a) **Commercial General Liability Insurance.** Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 per occurrence and $2,000,000 general aggregate. Coverage shall include claims for personal injury (including bodily injury and death), property damage (including loss of use), personal and advertising injury and contractual liability. The City shall be named as an additional insured by endorsement and the policy shall provide for a waiver of subrogation in favor of the City.

(b) **Commercial Property Insurance.** Licensee shall maintain commercial property insurance covering damage to its property arising out of perils including, but not limited to fire, wind, hail, water intrusion or flooding, theft and vandalism. The property coverage shall be in an amount equivalent to the replacement cost of Licensee's furniture, improvements, fixtures, equipment and other personal property removable by Licensee.

(c) **Workers’ Compensation Insurance.** Licensee shall maintain Workers' Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. If Licensee does not have employees, Licensee shall certify in writing that it has no employees and is not required to have Workers' Compensation insurance under Colorado law.

(d) **Employers’ Liability Insurance.** Licensee shall maintain Employers’ Liability Insurance with minimum limits of $100,000 bodily injury for each accident, $100,000 bodily injury by disease each employee and $100,000 bodily injury disease aggregate.

(e) **Alternative Policies.** In lieu of the coverages set forth in paragraphs (a) and (b), the City will accept a small business insurance policy which provides similar limits and coverages, upon review by the City Risk Manager.

Licensee's insurance policies shall be the primary insurance as to all claims thereunder and provide that any insurance carried by the City is excess and is non-contributing with any of Licensee’s insurance. Licensee's insurance shall be issued by an insurance company having a rating of not less than A-VIII in Best's Insurance Guide or which is otherwise acceptable to the City.

Upon execution of this Agreement, Licensee shall deliver to the City a certificate of insurance with all requisite endorsements required herein. Licensee shall provide at least 30 days' prior written notice to the City before any such insurance is canceled or materially changed. Licensee shall provide the City annual updated certificates of insurance from its insurance carrier.
EXHIBIT 2
Insurance Requirements

During the term of this agreement, Licensee, at its sole cost and expense, shall procure and maintain the following insurance coverages:

a) **Commercial General Liability Insurance:** Licensee shall maintain a Commercial General Liability insurance policy with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million ($2,000,000) general aggregate. Coverage shall include claims for personal injury (including bodily injury and death), property damage (including loss of use), personal and advertising injury and contractual liability. The City shall be named as an additional insured by endorsement and the policy shall provide for a waiver of subrogation in favor of the City.

b) **Commercial Property Insurance:** Licensee shall maintain commercial property insurance covering damage to its property arising out of perils including, but not limited to fire, wind, hail, water intrusion or flooding, theft and vandalism. The property coverage shall be in an amount equivalent to the replacement cost of Licensee's furniture, improvements, fixtures, equipment and other personal property removable by Licensee.

c) **Workers’ Compensation and Employers’ Liability Insurance.** The Licensee shall maintain Worker’s Compensation Insurance with limits in accordance with the provisions of the Workers’ Compensation Act, as amended, by the State of Colorado. Additionally, the Licensee shall maintain Employers’ Liability Insurance with minimum limits of $100,000 bodily injury for each accident, $100,000 bodily injury by disease each employee and $100,000 bodily injury disease aggregate.

d) If Licensee does not have employees, Licensee will attach a written statement to this agreement acknowledging that it has no employees and is not required to have Workers’ Compensation insurance per Colorado law.

e) In lieu of the coverages set forth in paragraphs a and b, the City will accept a small business insurance policy which provides similar limits and coverages upon review by the City Risk Manager.

f) Licensee's insurance policies shall be the primary insurance as to all claims thereunder and provide that any insurance carried by the City is excess and is non-contributing with any of Licensee’s insurance. Licensee's insurance shall be issued by an insurance company having a rating of not less than A-VIII in Best's Insurance Guide or which is otherwise acceptable to the City.

g) Upon execution of this agreement, Licensee shall deliver to the City a certificate of insurance with all requisite endorsements required herein. Licensee must provide at least thirty (30) days’ written notice to the City before any such insurance policy or policies can be canceled or materially changed. The licensee shall provide the City annual updated Certificates of Insurance verification from the insurance carrier.
SECTION VI
REQUEST FOR BUSINESS STATUS

Each Licensee must provide the following information:

The North American Industry Classification System (NAICS) code for this award is ____.

The small business size standard the City of Aurora designates for this award is:

- ☒ U.S. dollars
- ☐ Employees

**Business size status based on the above small business size standard:**

- ☐ Large Business
- ☒ Small Business Enterprise

If the business is a Small Business Enterprise, please identify if the business is in one of the following categories:

- ☐ Minority-owned vendor
- ☐ Woman-owned vendor
- ☐ Minority/woman-owned vendor
- ☐ Veteran
- ☐ Disabled Veteran

From what source did you learn about this RFP?

- ☐ Website;
- ☐ Newspaper (please name the paper);
- ☐ Fax;
- ☐ Automatic notice by E-mail;
- ☐ Telephone call from buyer;
- ☐ Other (please describe): __________________

______________________________
Licensee

______________________________
Contact Person

______________________________
Signature
Section VII
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9 form may be found at the following link http://www.irs.gov/pub/irs-pdf/fw9.pdf